

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**MASON-DIXON INTERMODAL d/b/a
UNIVERSAL INTERMODAL SERVICES**

and

**Cases 21-CA-252500
21-CA-252574
21-CA-253662**

ROADRUNNER INTERMODAL SERVICES

and

Case 21-CA-254813

UNIVERSAL TRUCKLOAD, INC.

and

Case 21-CA-255151

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

ORDER

Mason-Dixon Intermodal d/b/a Universal Intermodal Services's Petition to Revoke Subpoena Duces Tecum No. B-1-18P631F; Roadrunner Intermodal Services's Petition to Revoke Subpoena Duces Tecum No. B-1-18P6E39; Universal Truckload, Inc.'s Petition to Revoke Subpoena Duces Tecum No. B-1-18P4HMJ; non-party Universal Logistics Holdings, Inc.'s Petition to Revoke Subpoena Duces Tecum No. B-1-18P1O0H; and non-party Southern Counties Express's Petition to Revoke Subpoena Duces Tecum No. B-1-18P3VRV are denied.¹ The subpoenas seek information

¹ In denying the petitions, we have evaluated Subpoena Duces Tecum No. B-1-18P631F, pars. 12-14; and Nos. B-1-18P6E39, B-1-18P4HMJ, and B-1-18P3VRV, pars. 1-3, in light of the Region's modification of those paragraphs by inserting "For the period between January 1, 2019 until the current date" at the beginning of each of those paragraphs.

Petitioners Mason-Dixon Intermodal d/b/a Universal Intermodal Services, Roadrunner Intermodal Services, and Universal Truckload, Inc., request that the Region

relevant to the matter under investigation and describe with sufficient particularity the evidence sought, as required by Section 11(1) of the Act and Section 102.31(b) of the Board's Rules and Regulations. See *Postal Workers Local 64 (USPS)*, 340 NLRB 912 (2003); *Offshore Mariners United*, 338 NLRB 745 (2002). Further, the Petitioners have failed to establish any other legal basis for revoking the subpoenas. See generally, *NLRB v. North Bay Plumbing, Inc.*, 102 F.3d 1005 (9th Cir. 1996); *NLRB v. Carolina Food Processors, Inc.*, 81 F.3d 507 (4th Cir. 1996).

Dated, Washington, D.C., June 3, 2020.

JOHN F. RING,	CHAIRMAN
MARVIN E. KAPLAN,	MEMBER
WILLIAM J. EMANUEL,	MEMBER

be required to enter into a confidentiality and protective agreement covering any relevant client information disclosed during its investigation, specifically referencing Subpoenas Duces Tecum No. B-1-18P631F, pars. 20-21; No. B-1-18P6E39, pars. 5-6; and No. 1-18P4HMJ, pars. 5-6, respectively. The Petitioners' request for a protective order is denied for lack of a showing of good cause. With respect to the Petitioners' stated concerns about confidentiality, we find that they have failed to explain why the procedure set forth in the subpoenas' Definitions and Instructions is not sufficient to address their concerns. However, if their concerns can be substantiated, the Petitioners may seek a confidentiality agreement from the Region. In this regard, we note that the Region states that it is currently in the process of ascertaining if some type of confidentiality agreement consistent with Agency practice is possible to protect any confidential information.